

AAH ANIMAL HEALTH LIMITED

CONTRACT RESEARCH SERVICES – STANDARD TERMS AND CONDITIONS

1 CONTRACT AND TERM

- 1.1 AAH's quotations are valid for thirty (30) days. Quotations are not binding and a Contract will only come into force in accordance with Clause 1.4.
- 1.2 AAH will issue a project or order number which must be quoted by the Customer in respect of all dealings under the Contract.
- 1.3 The Contract shall apply to all Services and are the only terms and conditions upon which AAH will deal with the Customer in this respect, to the entire exclusion of all other terms or conditions.
- 1.4 Either of the Customer's signature in the Commercial Terms or the receipt of a Customer purchase order, including by e-mail (whichever occurs first), shall constitute the Customer's acceptance of the terms of the Contract. Signature of the Work Plan constitutes confirmation that the signatory is authorised to incur the expenditure on behalf of the Customer.
- 1.5 Any delay in the signing of the Contract may delay the start of the agreed Services.

Term:

- 1.6 The Contract shall commence on the Commencement Date and, subject to Clause 10 below, shall continue for the Term.

1

2 SERVICES

- 2.1 AAH's appointment to provide the Services to the Customer is on a non-exclusive basis. AAH shall not be prevented from providing the Services to other customers.
- 2.2 The Customer acknowledges that the nature of the Services are iterative and AAH cannot guarantee the results of AAH's performance of the Services. The Customer shall be responsible for making its own assessment of whether the Report resulting from the Services are fit for, suitable and appropriate for its intended use.
- 2.3 The Customer shall be responsible for ensuring that the Samples are of sufficient and appropriate quality for the performance of the Services. AAH shall not be liable to the Customer for any failure to perform the Services caused by or arising as a result of defective or contaminated Samples.
- 2.4 If the format of the Report is not specified by the Customer in writing, AAH will decide an appropriate format and information to be provided, including data interpretation in an electronic format. AAH may supply a hard copy of the Report at an additional cost to the Customer.
- 2.5 Any requests for changes to the Report format or content, or provision of copies of analytical raw data and/or other supporting records which have not been specified in the Work Plan will be subject to additional charges on a time and materials basis.

3 SAMPLES, SAFETY AND COMPLIANCE

- 3.1 The Customer shall keep true, accurate and up-to-date records detailing the traceability of each batch number of each Samples. The Customer shall immediately notify AAH of any defect in the Samples that would render the Samples unsafe; or any error or omission in the instructions for use of the Samples; or any adverse events in respect of the Samples.

- 3.2 Samples should be delivered to AAH on the Sample delivery date set out in the Work Plan at the address in the Glossary marked for the attention of either the person who prepared the quotation or other designated AAH laboratory contact.

- 3.3 Unless agreed otherwise between the parties in writing, Samples will be stored at the relevant conditions to which they are received at AAH for a minimum period of one (1) month following completion of the Report with no guarantee of integrity, after which such Samples may (subject to Clause 3.4 below) be stored for longer, disposed of or returned to the Customer (at the Customer's cost).

- 3.4 AAH may retain Samples for its academic and/or commercial research and development projects in order to further its product and service offering and develop further diagnostic tests. AAH will not supply the residual Samples to any third parties. Customer shall comply with the Royal College of Veterinary Surgeons Code of Professional Conduct for Veterinary Surgeons and Supporting Guidance (or equivalent guidance in the relevant jurisdiction of the Customer) as best practice in respect of obtaining and supply of Samples.

- 3.5 **The Customer shall be responsible for complying with the relevant and applicable legislation relating to the transport, handling and storage of the Samples, including without limitation: Chemicals (Hazard Information and Packaging for Supply) Regulations 2009 (CHIP 4 Rules); Classification, Labelling and Packaging of Substances and Mixtures Regulations 2009; the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (as amended) (CDG); Control of Substances Hazardous to Health (COSHH) 2002.**

4 PRICES AND PAYMENT

- 4.1 **If payment is conditional on AAH quoting a Purchase Order number from the Customer, AAH must receive a Purchase Order number prior to commencing the Services.**

- 4.2 AAH may, at its option, require payment for the consumables costs within the Price in advance of commencing the Services, as detailed in the quote and/or Commercial Terms.

- 4.3 In consideration for the Services, the Customer shall pay the Price to AAH within thirty (30) days of the invoice date. The Customer shall not withhold payment of any amount due to AAH by way of any set-off, counter-claim, abatement, or other similar deduction. It is a condition of the provision of the Services that the Customer shall pay the Price strictly in accordance with the Payment Terms. The Price shall be exclusive of any applicable sales or service tax (including VAT), delivery charges, taxes, levies and duties.

- 4.4 AAH has the right to withhold or deduct amounts payable under the Contract due to any breach of the Contract by the Customer or to withhold or deduct such sums (by way of set-off or otherwise) owing to AAH from sums due to the Customer under the Contract. AAH may charge interest on late payment at a rate of 8% (eight per cent) above the then current Bank of England base rate.

4.5 If the Customer fails to pay any invoice in accordance with the Contract, AAH shall be entitled to:

4.5.1 suspend or discontinue all or any part of the provision of the Services; or

4.5.2 cancel any outstanding, or refuse to accept any further orders for the Services;
and this Clause 4.5 shall be without prejudice to the provisions of Clause 4.4 above.

5 WARRANTIES AND LIABILITY

5.1 Subject to the Customer's compliance with Clause 3 any claim by the Customer regarding any defect in the performance of the Services shall be notified to AAH within seven (7) days from the date of delivery of the relevant Services. If the Customer fails to notify AAH, the Customer shall not be entitled to reject the relevant Services and AAH shall have no liability whatsoever or howsoever caused or arising for such defect or failure to perform.

Services Warranty:

5.2 AAH warrants that it will perform the Services with reasonable skill and care in accordance with the Work Plan and in a timely manner. However, time for performance is not of the essence and shall not be made of the essence by notice for the purposes of the Contract.

5.3 If the Customer notifies AAH in writing that the Services do not comply with the warranty in Clause 5.2 AAH shall be entitled, at its sole option, to: (i) re-perform the defective Services; or (ii) refund (by way of a credit note) the Price paid by the Customer relating to the defective Services.

5.4 The remedies in Clause 5.3 above shall be the Customer's sole and exclusive remedy in respect of any defective Services and in respect of any liability whatsoever or howsoever caused or arising for any defective Services.

5.5 Subject to the other provisions of this Clause 5, AAH's total aggregate liability to the Customer under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise will in no circumstances exceed the Price paid by the Customer for the Services in respect of which the liability arose and the Customer shall have a duty to mitigate any loss and/or damage arising from such claim.

5.6 **The Customer acknowledges that the Price charged by AAH is on the assumption that the liability of AAH and the Customer is as set out in the Contract. The Customer is advised to insure against any risk not accepted by AAH.**

5.7 EXCEPT AS SET OUT IN CLAUSE 5 ABOVE, ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE, COMMON LAW, TRADE CUSTOM AND INDUSTRY PRACTICE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.

5.8 Nothing in the Contract excludes or limits the liability of either party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law.

5.9 AAH shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any:

5.9.1 loss of profit, revenue, business, savings and/or goodwill (whether direct or indirect); or

5.9.2 indirect, consequential, economic, punitive, and/or special loss, arising under or in connection with the Contract;

and each type of loss under this Clause 5.9 shall be severable in accordance with Clause 10.5.

6 FORCE MAJEURE

6.1 Neither party shall have any liability under, or be deemed to be in breach of, the Contract as a result of any delays or failures in performance which result from a Force Majeure Event. If the Force Majeure Event continues for more than thirty (30) days, either party may terminate or cancel all or any part of the Contract, by giving written notice to the other party.

7 CONFIDENTIALITY

7.1 Each party undertakes as a condition of the Contract that at all times it will keep as secret and confidential all Confidential Information of the other party and that such Confidential Information will be used solely for the Services and Research and that it will not, without the written consent of disclosing party disclose the same to any other person other than to the recipient party's employees (including its legal and/or financial advisors and auditors) to the extent that they require to know the information for the purposes of the Contract.

7.2 The disclosing party shall notify in writing all persons, including its employees, to whom it imparts such Confidential Information that it is confidential information of the disclosing party and shall ensure that such persons comply with the confidentiality provisions of the Contract and in the case of non-employees (including its legal and/or financial advisors and auditors) will put into place with such person a written confidentiality agreement.

7.3 The obligations of confidentiality shall not apply to any part of the information which is or comes into the public domain otherwise than due to a breach by the receiving party of its obligations under the Contract:

7.3.1 is already possessed prior to receipt from the disclosing party;

7.3.2 was independently developed;

7.3.3 was acquired from a third party without obligation of confidence; or

7.3.4 has to be disclosed to comply with a court order or is required to be disclosed under any securities law or regulation or the rules of a securities exchange (provided reasonable notice has been provided to the disclosing party to the extent legally possible);

PROVIDED THAT the Confidential Information shall not be deemed to be within one of the above exceptions because it is covered by more general information within such exceptions. Any Confidential Information disclosed by the disclosing party will be deemed to be within the public domain only if both the information itself and its use fall within the exceptions set out above.

7.4 The receiving party hereby acknowledges that substantial damage could be done to the disclosing party through any breach of this Clause 7 for which damages at law may not be an adequate remedy, and the receiving party agrees that the provisions of the Contract preventing disclosure and use of Confidential Information may be specifically enforced by a court of competent jurisdiction.

8 INTELLECTUAL PROPERTY

Background IPR:

8.1 Each of AAH and the Customer shall retain ownership of all Background IPR and nothing in the Contract will be deemed to grant to the other party any right, title or interest whatsoever in the Background IPR.

8.2 Neither party shall be entitled to use the other party's brand, trade marks, trade name, get-up and/or logos without the express written permission of the other party.

Report:

8.3 The Customer shall own the Report.

8.4 AAH shall own all AAH Improvements.

9 TERMINATION

9.1 Either party may terminate the Contract immediately on written notice if the other party:

9.1.1 commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days of being notified in writing to do so; or

9.1.2 suffers an Insolvency Event.

9.2 Termination of the Contract for any reason shall not affect any rights or liabilities accrued at the date of termination. The Customer shall not be entitled to any claims, compensation or damages arising out of the valid termination of the Contract nor to any payment for goodwill which may have been established or to any similar payment notwithstanding any provision or rule of law to the contrary.

9.3 The provisions of Clauses 5 (Liability), 6 (Force Majeure), 7 (Confidentiality), 8 (Intellectual Property), and 10 (General) shall survive the expiry or termination of the Contract for any reason whatsoever.

10 GENERAL PROVISIONS

10.1 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract or any other sales terms provided by AAH from time to time and the Contract and any other sales terms provided by AAH constitute the whole Contract between the parties and supersede all previous contracts between the parties relating to its subject matter. Each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or rescind the Contract by reason of any misrepresentation (other than fraudulent misrepresentation) not contained in the Contract. The Customer's standard terms and conditions of purchase are expressly excluded from the Contract.

10.2 No amendment or variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

10.3 Any notice required to be given under the Contract, shall be in the English language, in writing and shall be delivered by recorded first class post (deemed service after two (2) business days) or recorded airmail (deemed service after five (5) business days), or by email (headed "FORMAL CONTRACT NOTICE") to each party required to receive the notice at its address as set out in the Commercial Terms.

10.4 Except as expressly provided, nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorise a party to make or enter into any commitments for or on behalf of the other party. A person who is not a party to the Contract shall not have any rights under or in connection, including by virtue of the Contracts (Rights of Third Parties) Act 1999.

10.5 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

10.6 Each party shall be responsible for the payment of its own costs (and not those of the other party) in connection with the Contract.

10.7 The Contract and any and all matters arising under or in connection with the Contract shall be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising under or in connection with it (whether in contract or in tort).

10.8 Each party will comply (to the extent that they apply) with applicable laws relating to anti-corruption, anti-trust and anti-money laundering in the Relevant Jurisdiction. Each of the parties will not at any time, do anything that could contravene the Bribery Act 2010 (or any equivalent legislation in the Relevant Jurisdiction). Any breach of this clause shall be deemed to be a material breach of the Contract.

10.9 The Contract may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument. The transmission of an executed counterpart of the Contract (the whole document, not just a signature page) by e-mail (such as in PDF or JPEG) will take effect as the delivery of an executed original counterpart of the Contract.

11 INTERPRETATION

In these Terms and Conditions:

11.1 words expressed in the singular shall include the plural and vice versa;

11.2 words referring to a particular gender include every gender;

11.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership, joint venture, government, state or agency of state;

11.4 the words and phrases **other, including and in particular** shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible;

11.5 references to any statute or statutory provision shall include: (i) any subordinate legislation made under it; (ii) any provision which it has modified or re-enacted (whether with or without modification); and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of your appointment; and

11.6 any defined terms that are not in this Glossary shall have the meaning given to them in the Commercial Terms.

- 11.7 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 11.8 Headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of these Terms and Conditions.
- 11.9 If there is a conflict between the provisions of the documents which together form the Contract, the order of priority shall be: (i) these Terms and Conditions; (ii) the Commercial Terms; and (iii) any other document referred to therein.

GLOSSARY

AAH means Avacta Animal Health Limited (company number: 03879639) whose place of business is at Unit 651, Street 5, Thorp Arch Estate, Wetherby, West Yorkshire, LS23 7FZ, England;

AAH Improvements means any and all Intellectual Property Rights comprised in or arising directly, indirectly, under or in connection with AAH's Background IPR;

Background IPR means any and all Intellectual Property Rights in existence and owned by either party prior to the Contract (or arising during the term but entirely independently of the Candidates, Materials, Services and/or Research);

Commencement Date means the date of signature of the Commercial Terms;

Confidential Information means all information (including but not limited to trade secrets) and materials (including but not limited to data, results, technical, financial/business information or marketing strategies) disclosed by either party to the other party together with all information derived by such other party from any such information and any other information clearly designated by the disclosing party as being confidential to it (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

Contract means the Commercial Terms, the order and these Terms and Conditions from time to time together with such other documents referred to;

Force Majeure Event means an event or circumstances beyond the reasonable control of the affected party including riot, war, fire, act of God, flood or earthquake, power failure, shortage of labour or supplies, interruption or disruption to the supply of component products, supply chain issues, acts of terrorism, insurrection, acts of government and, which by its nature, could not have been foreseen by it or, if it could have been foreseen, was unavoidable by a reasonable and prudent business;

Insolvency Event means any of the following events occur in relation to a party (including any related intention, proposal or application): (i) winding-up order; (ii) an administrator or receiver is appointed; (iii) any arrangement or composition with its creditors; (iv) unable to pay its debts when they fall due; (v) any distraint is levied against the party or its property by any third party provided always that such event is material in nature and not remedied or corrected within a reasonable period of time; or (vi) ceases, or threatens to cease, to carry on business; (vii) applies for or is declared bankrupt; or (viii) anything analogous occurs in the Relevant Jurisdiction;

Intellectual Property Rights means any and all patents, trade marks, service marks, registered designs, domain names, applications for any of the foregoing, trade or business names, unregistered trade marks and service marks, copyright, moral rights, rights in data and databases, rights in designs and inventions, utility models, know-how, processes, formulae, confidential information, improvements, modifications, developments, rights under licences, consents, orders, statute or otherwise in relation to any such rights and rights of the same or similar effect or nature, in any part of the world whether now known or future;

Relevant Jurisdiction means the jurisdiction in which the Customer is domiciled;

Report means the analytical report to be produced by AAH as a result of the performance of the Services;

Samples means the animal serum, blood, tissue, urine samples or such other samples in respect of which AAH will undertake the Services;

Services means the laboratory research services, including the provision of the Report together with such other research and development services as agreed between the parties and detailed in the Commercial Terms;

Term means one (1) year from the Commencement Date;

Work Plan means the work plan detailing the Services to be performed by AAH, including deliverables, and the estimated timescales for delivery. This may take the form of the quotation agreed between the parties.

March 2018

